

Riviera Insurance Services Limited Terms and Conditions

About us

Riviera Insurance Services Limited 234-236 Union Street, Torquay, Devon, TQ2 5QS is an appointed representative of 1 Answer Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority. Our firms registration number is 723479. 1 Answer Insurance Services Limited is permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling, with respect to non-investment insurance policies. They are also authorised by the FCA for consumer credit broking and act for one lender. You can check these details on the FCA's register by visiting their website at <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768. We act as your agent for the purposes of arranging insurance, submitting proposal forms etc.

Your duty of disclosure

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal, any change in circumstances and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Non-consumer customers; Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal, any change in circumstances and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to the administration of your insurance, or where we are required by law. Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998 under which you have a right of access to any personal information about you that is held in our records, whether electronically or manually.

To make sure you get the best offer from insurers, now, at any renewal or at any time and to protect from fraud and to verify your identity, we may use publicly available data which we obtain from a variety of sources, including credit reference agencies and other external organisations.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds. All (including any named drivers) driving licence and national insurance number may be checked against the DVLA database.

By agreeing to these terms and conditions you agree to these uses of your information.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact our claims management company as soon as possible using the contact details provided. If in doubt about whom you should contact please contact us 01803659111.

Fees and charges

Please refer to our tariff of administration charges for fees payable under this Terms of Business Agreement. These charges will apply for fees payable if you instruct us to carry out a midterm adjustment, renewal, cancellation or other work on your behalf.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

Instalment Customers

Riviera Insurance Services Ltd offer a facility to pay for your insurance through a credit loan company who set up an agreement to spread the cost of your insurance over several months. In this instance, your premium is paid by the credit company and your monthly payments are to repay the loan with them. Please note that your loan is not directly connected to your insurance company and you must meet the monthly payments, regardless of any changes to, or cancellation of your insurance policy. If you have any questions with regards to the credit agreement, please contact us on 01803659111.

Our earnings

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business, or arranging premium finance.

Protecting your money

As an appointed representative of 1 Answer Insurance Services Limited we are not permitted to hold client money, so it is paid in to an account controlled by 1 Answer Insurance Services Limited. At all times it is kept separately identifiable from our other money. This means that your money will be protected at all times because of our responsibilities under the FCA rules. By accepting this Terms of Business document, you are giving your consent for us to operate in this way.

How to cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer.

Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of the premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy. Our new business arrangement fee or renewal charge and any credit card handling charge made for arranging your insurance policy will not be refunded. Full details of our charges are given in our tariff of administration charges.

If you make a claim on your policy and then it is cancelled, you may not be entitled to any refund (please see your individual insurer's terms and conditions). You will also be liable for any outstanding payments to the credit provider if you have chosen to pay by direct debit. We may cancel your insurance at any time by sending seven days' notice in writing to the address on our records. You may be entitled to a refund subject to your insurance terms and conditions and no claims having been made in the period since last renewal. If you pay your premiums by instalments and we do not receive or unable to collect any payment by the due date, we will treat this as cancellation by you and any refund will be given directly to your finance provider. Any remaining balance after this has been given will be owed to the finance provider by you. In the event of your vehicle being declared a total loss, we will cancel the insurance. The full premium including Insurance Premium Tax will be due from you.

Cancellation of optional extra policies

If your insurance policy is cancelled, any associated standalone optional extra policies you purchased will not be cancelled unless you ask us at the same time. If you have any optional extras included within your insurance policy, these will be cancelled along with your insurance policy. All optional extras are non-refundable after fourteen days.

Refunds

Any refund due will be paid to you less our cancellation charge. If there are any outstanding monies due to us on your account, this will be deducted from the refund given by the insurer. Please note that if you are paying by direct debit through a credit company, you will have to settle any outstanding balance with them. No refund will be allowed if there is an outstanding claim or if a fault claim is made on your policy. Your insurer will require written evidence that you have insured your vehicle elsewhere to allow a pro rata refund.

Tariff of Charges

In addition to the premiums charged by insurers, we normally make charges to cover the administration of your insurance. Full details of our standard charges are here and the charges will be confirmed with you before any chargeable commitment is made with Riviera Insurance Services Limited.

- * New Business Arrangement Fee: Up to 40% of the insurers/intermediaries premium, minimum charge £10
- * Renewal Charge: Up to 40% of the insurers/intermediaries premium, minimum charge £10
- * Change of address for Home, Buildings and/or Contents policies: £30.00
- * Recorded Delivery Post – This fee is charged in any case a recorded delivery letter is issued, including cancellation letters: £5.00
- * Adjustment Charge: up to 40% of the insurers/intermediaries premium, minimum charge £30.00 plus any fee charged by your insurer
- * Duplicate Documents and Cover Notes: £15.00
- * Unpaid Cheque: £25.00
- * Cancellation Charge: £100.00 for taxi policies. £50 for all other policies.
- * Payment by Credit Card: 2 %. This charge is in addition to the charges listed above.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. For payments by instalments, a minimum deposit of 20-25% is required depending on the type of Insurance. This applies to annual policies only, minimum premiums apply. It is not economical or practical to issue refund cheques of small amounts. Where a transaction would result in a refund to you from us of less than £3.00 this amount will be retained by us as an additional service charge.

Our payment terms are immediate on invoice. We require payment to terms. Payments must be made on time, in full and without deductions, set off or counterclaim. In the event, that our account is outstanding, we will refer the matter to our debt collection agent, Insurance Collection Bureau LTD, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be liable to pay us that surcharge, and that payment of the same can be enforced against you in court, if you are a commercial customer you agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgement of the court and continues to accrue.

Introducer Arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by Riviera Insurance Services Ltd. Similarly with your consent, we may introduce you to other third parties, for which the third party may pay us a fee.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Riviera Insurance Services at the address overleaf or call 01803659111. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

Compensation arrangements

Riviera Insurance Services Limited are an appointed representative of 1 Answer Insurance Services Limited. 1 Answer Insurance Services Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For

compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of insurance values

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

Conflicts of interest

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.